

**FILED**  
**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF ALABAMA**  
**SOUTHERN DIVISION**

2006 MAR 23 AM 10:37

**Michael J. Mirras**

**Plaintiff**

**Vs.**

**Case No.:**

**Trial By Jury Demanded**

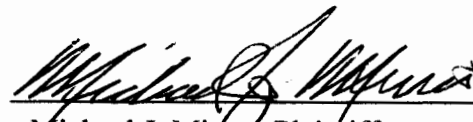
**Arrow Financial Services**  
**Defendant**

CV-06-PWG-0568-S

**STATEMENT UPON WHICH RELIEF CAN BE GRANTED**

- The defendant has violated the law under The Fair Credit Reporting Act 15 U.S.C. §1681*et seq* and The Debt Collection Practices Act, 15 USC §1601*et seq*.
  - Failure to Validate the Debt Continuous Collection Activity, Failure to Notify the Plaintiff of his rights after initial contact with the Defendant.
  - Entering into the Plaintiffs credit report without proof of alleged debt
  - Failure to perform an investigation.
  - Failure to inform the Credit Reporting Agencies that the Alleged Debt is in dispute.
  - Continued Collection Activity by updating the Plaintiffs' credit reports after being informed of the dispute by adding unauthorized interest and charges.
  - Entering into the Plaintiffs Credit Report prior to providing validation of the alleged debt/communicating with third party.
1. Arrow Financial has violated the Plaintiffs rights as a consumer, have caused harm to the Plaintiff by seriously affecting the Plaintiffs credit rating, causing the denial of credit, as well as causing the Plaintiff to be charged higher interest rates and unfavorable loan terms, defamation of character. Arrow Financial Services has damaged the Plaintiffs Credit Score and the Plaintiffs Credit Report.
  2. The Plaintiff seeks damages as listed under FCRA section 616(B)(2) [15 U.S.C. § 1681o] of \$1000.00 per violation and [15 U.S.C. § 1681n] of \$1000.00 per violation and under the DCPA 813 [15 USC §1692k] \$1000.00 per violation plus expenses. Total of \$16,000.00 and punitive damages in the amount of \$125,000.00 as allowed by the Court plus costs.
  3. A settlement agreement between the Plaintiff and the Defendant that the Defendant shall remove any derogatory information and inquires from all four major credit-reporting agencies Trans Union, Equifax, Trans Union and Innovis. and any other known credit reporting agencies Arrow Financial has used now or may use in the future.

- 48 4. Defendant must also provide a letter and or Universal Data Form indicating that  
49 they have done this and send same to the Plaintiff. The Defendant will be barred  
50 from selling or transferring of the alleged debt to any other collection agency or  
51 attorney and also barred now and in the future from re-entering this information  
52 into the Plaintiffs credit report.  
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- 54 5. The defendant must cease and desist from any further collection activities against  
55 the Plaintiff and the Defendant may not Sell or Transfer the alleged account to  
56 any other Collection Agency or Attorney.  
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Michael J. Miras, Plaintiff  
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